

1038
No. 2843

United States
Circuit Court of Appeals
For the Ninth Circuit.

MOORE FILTER COMPANY, a Corporation,
Plaintiff in Error,
vs.

J. L. TAUGHER,
Defendant in Error.

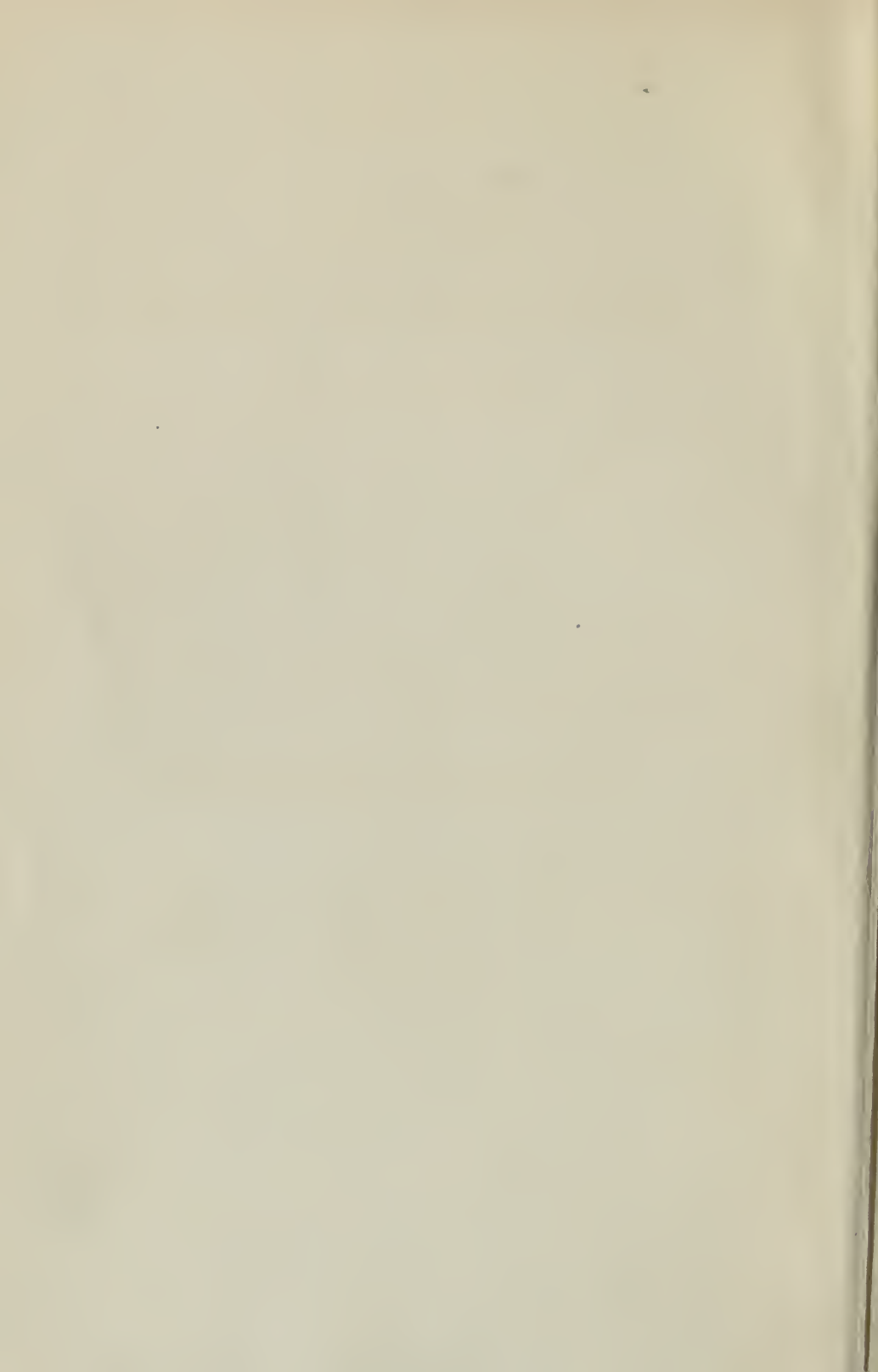
Transcript of Record.

Upon Writ of Error to the United States District Court
of the Northern District of California,
Second Division.

Filed

SEP 23 1916

F. D. Menckton,
Clerk.



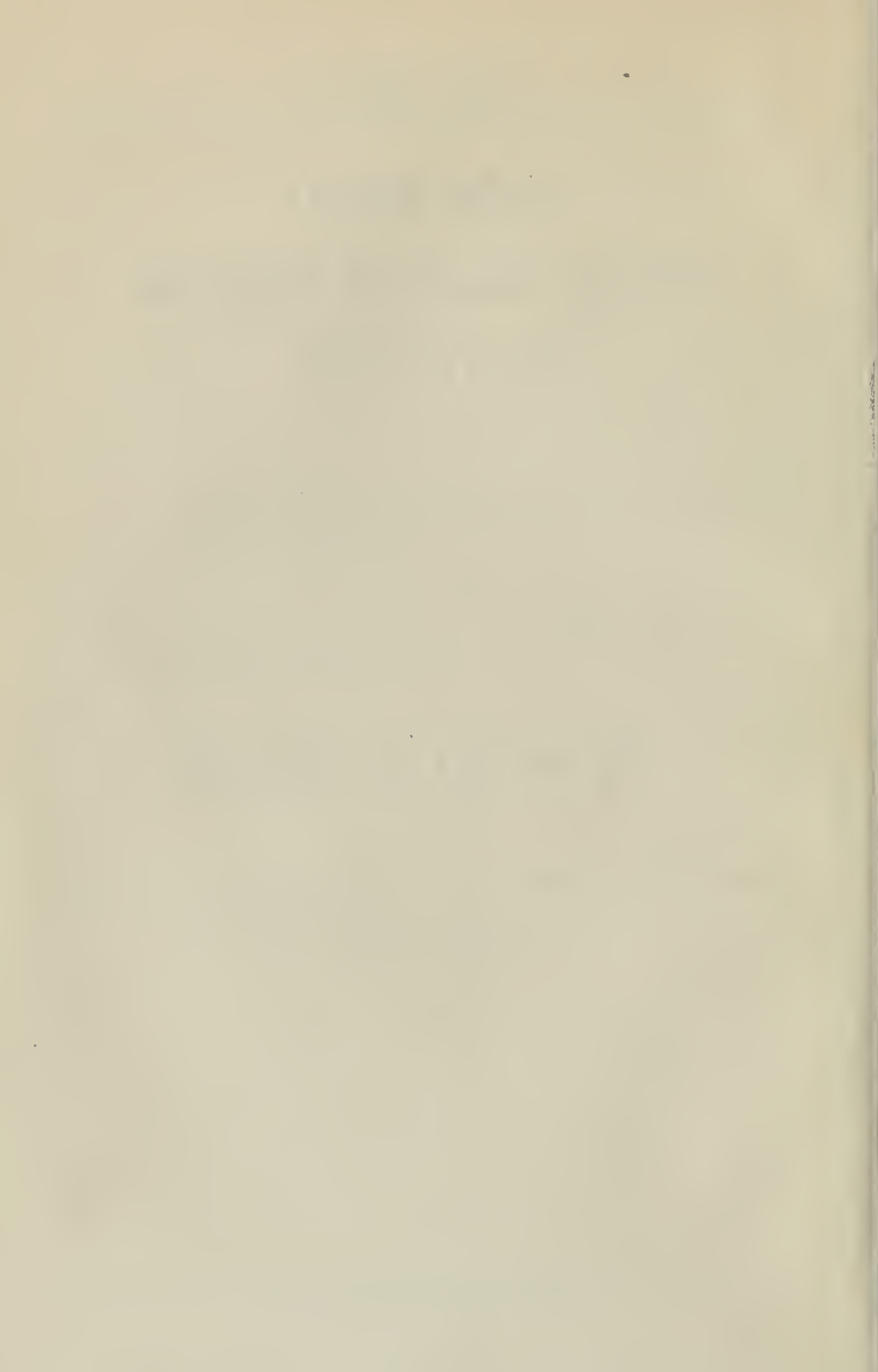
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[Clerk's Note: When deemed likely to be of an important nature, errors or doubtful matters appearing in the original certified record are printed literally in *italic*; and, likewise, cancelled matter appearing in the original certified record is printed and cancelled herein accordingly. When possible, an omission from the text is indicated by printing in *italic* the two words between which the omission seems to occur.]

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*In the District Court of the United States, in and for
the Northern District of California, Second Di-
vision.*

JOHN L. TAUGHER,

Plaintiff,

vs.

THE MOORE FILTER COMPANY (a Corpora-
tion),

Defendant.

Complaint.

Plaintiff complains of defendant and for cause of
action alleges:

I.

That the plaintiff is a citizen of the State of California, residing in the City and County of San Francisco, State of California, and during all the times herein mentioned was and now is a duly qualified and licensed attorney and counselor at law, licensed as such under the laws of the State of California.

II.

That the defendant, The Moore Filter Company, is a corporation organized and existing under the laws of the State of Maine and having its principal place of business at the City of Portland in said State, and is a citizen of the State of Maine. The said defendant also does business in the State of California and has an agent in the City and County of San Francisco, State of California.

III.

That the amount in controversy herein exclusive of

interest and costs exceeds the sum of Three Thousand Dollars.

IV.

That between the first day of March, 1913, and the eighteenth day of August, 1913, at the special instance and request [1*] of The Moore Filter Company, plaintiff rendered and performed work and service to and for the defendant, The Moore Filter Company, as follows:

Services and expenses in and about and in connection with negotiations looking to the settlement of certain claims of The Moore Filter Company against various mining companies located in Australia and elsewhere, which mining companies were represented by Messrs. Bewick, Moreing & Company, of London, England; and services in connection with the negotiations in London, England, with Bewick, Moreing & Company, and the solicitors and legal adviser of said company, in relation to such claims for damages for infringement by such mining companies of the rights of The Moore Filter Company under certain patents issued by the Government of Australia, and negotiations with relation to the future use of such patent rights in Australia by such mining companies, and as to the formation of a company to take over the patent rights of the Moore Filter Company in Australia, and the procuring of various mining companies of Australia as subscribers for stock therein, and the like.

Services and expenses in and about and in connection with negotiations by the plaintiff in London,

*Page-number appearing at foot of page of original certified Record.

England, with Mr. Milner looking to the settlement of claims of The Moore Filter Company against certain mining companies in South Africa for damages for infringement by such mining companies of the rights of The Moore Filter Company under certain patents owned by it covering the right to the use of certain processes in South Africa; negotiations looking to a settlement concerning the future use by such South African mining companies of said processes, and of the organization of a company to take over the rights of The Moore Filter Company under such patents in South Africa. [2]

Services in connection with negotiations with Mr. McDermott looking to a formation of such company and a settlement of various disputes between The Moore Filter Company and other companies using such processes, or some of them, of The Moore Filter Company.

Services and expenses in and about and in connection with the negotiating of a settlement of the claim of The Moore Filter Company against the Buffalo Mines Company, Limited, for damages for infringement by the Buffalo Mines Company, Limited, of the rights of The Moore Filter Company under certain patents issued by the Canadian government and owned by The Moore Filter Company, and the payment of royalties by the Buffalo Mines Company Limited, for future use in Canada of such processes. These negotiations resulted in an agreement whereby the Buffalo Mines Limited agreed to pay the sum of about Three Thousand Dollars (\$3,000) for past in-

fringement and an agreement to pay a certain sum by way of royalties on each ton of ore thereafter treated by said company by the processes covered by such patents.

Services and expenses in connection with an incident to a journey by plaintiff from New York to Washington, D. C., to engage counsel, then in Washington, for certain actions which The Moore Filter Company intended bringing against certain large infringers in Nevada and elsewhere for sums aggregating many thousands of dollars.

Services rendered in and about and in connection with negotiations and with the settlement of certain claims of The Moore Filter Company against the Golden Cycle Mining Company, a corporation organized under the laws of West Virginia, and carrying on business in Colorado, and elsewhere, which negotiations finally terminated in a payment by the Golden Cycle Mining Company to The [3] Moore Filter Company of Fifty Thousand Dollars (\$50,000) damages for infringement of such patent rights, and a confession of judgment of infringement thereof, and the granting and conveying of certain other valuable considerations by the Golden Cycle Mining Company to The Moore Filter Company.

That the plaintiff and defendant entered into a special contract relating to plaintiff's remuneration for part of such services in relation to the claim of The Moore Filter Company against the Golden Cycle Mining Company and in said special contract it was and is provided that the said plaintiff was to be entitled to receive, hold and have for his own use and

benefit for his services in connection therewith, twenty per cent (20%) of all moneys agreed to be paid and paid to The Moore Filter Company by the Golden Cycle Mining Company by way of settlement and compromise of such claims, and a copy of a memorandum of such agreement and the terms thereof signed by George Moore, President of the defendant, The Moore Filter Company, and for and on behalf of said company, is hereby annexed and marked exhibit "A." That such special contract has been performed and completed.

That plaintiff performed other valuable services in connection with the claim of The Moore Filter Company against the Golden Cycle Mining Company whereby the Golden Cycle Mining Company confessed judgment of infringement, and the Golden Cycle Mining Company rendered certain other valuable considerations to The Moore Filter Company through the efforts and services of the plaintiff, for which services the defendant, The Moore Filter Company, is still indebted to the plaintiff.

That the reasonable value of the services so rendered including plaintiff's traveling, hotel and incidental expenses [4], in and about and in connection therewith is the sum of Twenty-six Thousand One Hundred Dollars (\$ 26,100), no part of which has been paid except the sum of Ten Thousand Dollars (\$10,000), paid under and by way of satisfaction of the special contract hereinabove mentioned, and the further sum of Two Thousand Five Hundred (\$2,500) Dollars, leaving a balance still owing to the

plaintiff from the defendant of Thirteen Thousand Six Hundred (\$13,600) Dollars.

That for a separate and second cause of action plaintiff complains of defendant and alleges:

I.

That the plaintiff is a citizen of the State of California, residing in the City and County of San Francisco, State of California, and during all the times herein mentioned was and now is a duly qualified and licensed attorney and counselor at law, licensed as such under the laws of the State of California.

II.

That the defendant, The Moore Filter Company, is a corporation organized and existing under the laws of the State of Maine and having its principal place of business at the City of Portland in said State, and is a citizen of the State of Maine. The said defendant also does business in the State of California and has an agent in the City and County of San Francisco, State of California.

III.

That between the 18th day of August, 1913, and the 10th day of December, 1913, the plaintiff was engaged in the services of, and has rendered services to the defendant, as a director and as president of The Moore Filter Company, and between said dates rendered and performed work and services to and for the defendant, The Moore Filter Company.

That the reasonable value of such services so rendered [5] is the sum of Four Thousand (\$4,000) Dollars, no part of which has been paid, and there is now due, and owing by the defendant to the plain-

tiff therefor the sum of Four Thousand (\$4,000) Dollars.

That for a separate and third cause of action plaintiff complains of defendant and alleges:

I.

That the plaintiff is a citizen of the State of California, residing in the City and County of San Francisco, State of California, and during all the times herein mentioned was and now is a duly qualified and licensed attorney and counselor at law, licensed as such under the laws of the State of California.

II.

That the defendant, The Moore Filter Company, is a corporation organized and existing under the laws of the State of Maine and having its principal place of business at the City of Portland in said State, and is a citizen of the State of Maine. The said defendant also does business in the State of California and has an agent in the City and County of San Francisco, State of California.

III.

That between the 28th day of August, 1913, and the 25th day of October, 1913, the plaintiff, while acting as president of the said company, at its instance and request paid out and expended for the benefit of the defendant company, the sum of Seven Hundred and Fifty-eight (\$758) Dollars; no part of said sum has been paid back to the plaintiff and there is now due and owing to the plaintiff from defendant therefor the sum of Seven Hundred and Fifty-eight (\$758) Dollars.

WHEREFORE, plaintiff prays judgment against the defendant [6] for the sum of Fourteen Thousand One Hundred (\$14,100) Dollars, and for the further sum of Four Thousand (\$4,000) Dollars, and for the further sum of Seven Hundred and Fifty-eight (\$758) Dollars, and for the costs and disbursements of this action.

J. L. TAUGHER,
Plaintiff.

United States of America,
Northern District of California,—ss.

John L. Taugher, being first duly sworn, deposes and says, that he is the plaintiff in the foregoing entitled action; that he has read the foregoing complaint and knows the contents thereof, and that the same is true of his own knowledge except as to the matters therein stated on information and belief, and as to such matters he believes it to be true.

J. L. TAUGHER.

Subscribed and sworn to before me, this 22d day of January, 1915.

[Seal] J. A. SCHAERTZER,
Deputy Clerk, U. S. District Court, Northern District of California. [7]

Exhibit "A."

Colorado Springs, Colo., August 5, 1913.

THIS IS TO CERTIFY that under the terms of and in pursuance of a certain agreement¹⁷ of hiring, heretofore made by The Moore Filter Company through and by me as president thereof with J. L. Taugher, the said J. L. Taugher is entitled to re-

ceive, hold and have for his own use and benefit for his services heretofore rendered and performed under said agreement, twenty (20%) per cent of all moneys to be paid and agreed to be paid to The Moore Filter Company by the Golden Cycle Mining Company by way of settlement and compromise of the claims of The Moore Filter Company against The Golden Cycle Mining Company, for the unauthorized use by said mining company of certain rights and processes of The Moore Filter Company under certain Letters Patent of the United States as well as for the license or grant of right to said mining company to use such process in the future.

(Signed) GEORGE MOORE,
President.

[Endorsed]: Filed Jan. 22, 1915. W. B. Maling,
Clerk. By J. A. Schaertzer, Deputy Clerk. [8]

Summons.

UNITED STATES OF AMERICA.

*District Court of the United States, Northern Dis-
trict of California, Second Division.*

JOHN L. TAUGHER,

Plaintiff,

vs.

THE MOORE FILTER COMPANY (a Corpora-
tion),

Defendant.

Action brought in said District Court, and the Complaint filed in the office of the clerk of said District Court, in the City and County of San Francisco.

J. L. TAUGHER,

In pro per.,

Plaintiff Attorney.

The President of the United States of America,
Greeting: To The Moore Filter Company, Defendant:

YOU ARE HEREBY DIRECTED TO APPEAR, and answer the Complaint in an action entitled as above, brought against you in the District Court of the United States, in and for the Northern District of California, Second Division, within ten days after the service on you of this Summons—if served within this county; or within thirty days if served elsewhere.

And you are hereby notified that unless you appear and answer as above required, the said plaintiff will take judgment for any money or damages demanded in the Complaint, as arising upon contract, or he will apply to the Court for any other relief demanded in the Complaint.

WITNESS the Honorable WILLIAM C. VAN FLEET, Judge of said District Court, this twenty-second day of January, in the year of our Lord, one thousand nine hundred and fifteen, and of our independence the one hundred and thirty-ninth.

[Seal]

WALTER B. MALING,

Clerk.

By J. A. Schaertzer,

Deputy Clerk. [9]

United States Marshal's Office,
Northern District of California.

I HEREBY CERTIFY, that I received the within writ on the 22d day of Jan., 1915, and personally served the same on the 22d day of January, 1915, upon The Moore Filter Company, a corporation, by delivering to, and leaving with E. L. Oliver, agent and general manager, of The Moore Filter Company, a corporation.

Said defendant named therein personally at Room 706, Hooker & Lent Building, 503 Market Street, City and County of San Francisco, in said district, a certified copy thereof, together with a copy of the Complaint, attached thereto.

J. B. HOLOHAN,
U. S. Marshal.
By I. W. Grover,
Office Deputy.

San Francisco, January 22d, 1915.

[Endorsed]: Filed Jan. 26, 1915. W. B. Maling,
Clerk. By J. A. Schaertzer, Deputy Clerk. [10]

UNITED STATES OF AMERICA.

*District Court of the United States, Northern Dis-
trict of California, Second Division.*

No. 15,832.

JOHN L. TAUGHER,

Plaintiff,

vs.

THE MOORE FILTER COMPANY, a Corporation,
Defendant.

**United States Marshal's Amended Return of Service
of Summons.**

I hereby certify that I received the within Summons on the 22d day of January, 1915, and that I personally served same upon The Moore Filter Company, the defendant, on the 22d day of January, 1915, in the City and County of San Francisco, in the Northern District of California, by then and there delivering to and leaving with E. L. Oliver, the business agent of the Moore Filter Company in California, a true copy of said summons attached to a true copy of the complaint filed in this action;

That the defendant, The Moore Filter Company, is a corporation organized under the laws of Maine, doing business in the State of California and in the Northern District thereof, having a business agent therein, and said E. L. Oliver is the business agent of the Moore Filter Company in California, and he is also the managing agent of the Moore Filter Company in California.

J. B. HOLOHAN,
U. S. Marshal,
By I. W. Grover,
Office Deputy.

[Endorsed]: Filed Feb. 25, 1915. W. B. Maling,
Clerk. By J. A. Schaertzer, Deputy Clerk. [11]

*In the District Court of the United States, in and for
the Northern District of California, Second Di-
vision.*

No. 15,832.

JOHN L. TAUGHER,

Plaintiff,

vs.

MOORE FILTER COMPANY (a Corporation),
Defendant.

Answer.

Now comes the defendant the Moore Filter Company and without waiver of its objections that this Honorable Court has acquired and can lawfully exercise no jurisdiction over it or over the subject matter of this action, which said objections and the several benefits thereof are specifically reserved to it, and also specifically reserving all of its rights under motion to quash service of summons in this action, heretofore made by it and denied by this Court, said defendant makes answer and says:

First. Denies that it has any knowledge or information sufficient to form a belief as to the allegations contained in the paragraph or subdivision of the complaint therein marked or designated "I," and basing its denial on that ground denies each and every allegation contained in said paragraph of said complaint.

Second. Answering paragraph "II" of said complaint, defendant admits that it is a foreign corpora-

tion organized under the laws of the State of Maine and denies each and every other allegation contained therein.

Third. Denies, upon information and belief, each and every allegation contained in the paragraph or subdivision of said complaint therein marked or designated "III."

Fourth. Denies each and every allegation contained in the paragraph or subdivision of said complaint therein marked or [12] designated "IV."

Fifth. Denies that it has any knowledge or information thereof sufficient to form a belief as to the allegations contained in the paragraph or subdivision of the second cause of action of plaintiff's complaint therein marked or designated "I," and basing its denial on that ground denies each and every allegation contained in said paragraph of said complaint.

Sixth. Answering the allegations contained in paragraph of subdivision "I" of plaintiff's second cause of action, defendant admits it is a foreign corporation organized under the laws of the State of Maine, and denies each and every other allegation contained in said paragraph.

Seventh. Answering paragraph "III" of plaintiff's second cause of action, defendant admits that plaintiff was at one time president and a director of defendant, and denies each and every other allegation in said paragraph contained.

Eighth. Defendant denies that it has any knowledge or information thereof sufficient to form a belief as to the allegations contained in the paragraph or

subdivision of plaintiff's third cause of action therein marked and designated "I," and basing its denial on that ground denies each and every allegation contained in said paragraph of said complaint.

Ninth. Answering the paragraph or subdivision of plaintiff's third cause of action therein marked or designated "II," defendant admits that it is a foreign corporation organized under the laws of the State of Maine, and denies each and every other allegation in said paragraph or subdivision contained.

Tenth. Denies that it has any knowledge or information thereof sufficient to form belief as to the allegations contained in the paragraph or subdivision of plaintiff's third cause of action therein marked or designated "III," and basing its denial on that ground denies each and every allegation contained in said [13] paragraph of said complaint.

Further answering the complaint of the plaintiff and each and every of the three causes of action therein set forth, saving and reserving nevertheless the objections and exceptions hereinbefore stated, the defendant alleges:

Eleventh. That heretofore and before the commencement of this action this defendant fully satisfied and discharged the plaintiff's claims, and each of them, by payment to said plaintiff of the full amounts due thereon.

Further answering the complaint of the plaintiff and each and every of the three causes of action therein set forth, saving and reserving nevertheless the objections and exceptions hereinbefore stated, and by way of counterclaim, the defendant alleges:

Twelfth. That at all of the times hereinafter mentioned the defendant was and now is a corporation duly created, organized and existing under and by virtue of the laws of the State of Maine.

Thirteenth. That at all of the times hereinafter mentioned between the 16th day of August, 1913, and the 9th day of December, 1913, the plaintiff was a director of the defendant corporation, and at all times between the 19th day of August, 1913, and said 9th day of December, 1913, said plaintiff was President of the defendant corporation.

Fourteenth. That heretofore and on or about the 27th day of August, 1913, at a meeting of the board of directors of the defendant corporation held in the City and State of New York, at which meeting the above-named plaintiff was present and participated the said directors of the said corporation adopted a resolution, voted for all of the directors including the plaintiff, whereby they transferred and assigned, or attempted to transfer and assign and directed the payment of the sum of Ten Thousand Dollars [14] (\$10,000) to the plaintiff in satisfaction of a pretended indebtedness to said plaintiff by this defendant, and that the aforesaid alienation, assignment and payment were wrongful and contrary to law, and a breach of trust reposed in the plaintiff and of his duty to this defendant corporation in the premises.

Fifteenth. That thereafter and on or about the 29th day of August, 1913, the plaintiff, at the City of New York, in pursuance of the wrongful plan and purpose aforesaid, withdrew from the treasury

of the defendant corporation and caused said defendant to pay to him the sum of Twelve Thousand Five Hundred Dollars, (\$12,500) in satisfaction of the pretended indebtedness of this defendant to said plaintiff; and that said plaintiff has ever since retained and still retains said sum and has converted the same to his own use, and that the withdrawal, payment and retention of said sum by the plaintiff was wrongful and illegal and a breach of the trust reposed in him, and of his duty to the corporation defendant in the premises.

Sixteenth. That this defendant was not, at the time of the payments aforesaid, nor at any other time indebted to the plaintiff in the sum of Twelve Thousand Five Hundred Dollars (\$12,500), and on the contrary, that the total actual and *bona fide* indebtedness of the defendant to the plaintiff upon all lawful claims against it, did not exceed the sum of Five Thousand Dollars (\$5,000) in the aggregate, and that the assertion of a claim for the larger amount above stated, by the plaintiff, was a mere pretense and sham to enable said plaintiff to possess himself of the defendant's property and assets and to convert the same to his own use, and was and is wrongful and illegal and a breach of the plaintiff's duty to this defendant in the premises.

Seventeenth. That heretofore and before the commencement of this action this defendant disaffirmed the wrongful acts of the [15] plaintiff in the premises, and demanded of plaintiff that he repay to it the sum of Seven Thousand Five Hundred Dollars (\$7,500) with interest thereon from De-

cember 9, 1913, and no part thereof has been paid or satisfied and the whole amount thereof is now due and owing from the plaintiff to this defendant.

Eighteenth. That the matters hereinabove set forth arise out of the same transactions set forth in the complaint as the foundation of the plaintiff's claims and are connected with the subject of this action.

WHEREFORE, the defendant prays judgment, that the plaintiff take nothing, and that the court give judgment against said plaintiff, and in favor of said defendant in the sum of Seven Thousand Five Hundred Dollars (\$7,500) together with interest thereon from the 9th day of December, 1913, and that defendant recover its costs herein.

SCOTT HENDRICKS,
Attorney for Defendant. [16]

State of California,
City and County of San Francisco,—ss.

Scott Hendricks, being duly sworn, deposes and says: That he is the attorney for the defendant in the above-entitled action; that the defendant is a corporation and does not reside in the said city and county, and does not have its office and principal place of business in the city and county where its attorney resides; that he has read the above and foregoing complaint and knows the contents thereof, and that the same is true of his own knowledge, except as to those matters therein stated on information and belief, and as to those matters that he believes it to be true.

SCOTT HENDRICKS.

Subscribed and sworn to before me on this the 19th day of October, A. D., 1915.

[Seal] FLORA HALL,
Notary Public in and for the City and County of
San Francisco, State of California.

Receipt of a copy of the within Answer is hereby
admitted this 19th day of October, 1915.

J. L. TAUGHER,
Plaintiff.

[Endorsed]: Filed Oct. 19, 1915. W. B. Maling,
Clerk. By J. A. Schaertzer, Deputy Clerk. [17]

*In the District Court of the United States, in and for
the Northern District of California, Second Di-
vision.*

No. 15,832.

JOHN L. TAUGHER,
Plaintiff,

vs.

THE MOORE FILTER COMPANY, a Corporation,
Defendant.

Plaintiff's Answer to Defendant's Counterclaim.

Comes now the plaintiff, John L. Taugher, and
for answer to the counterclaim of the defendant here-
in says:

I.

Answering the thirteenth paragraph or subdivi-
sion of defendant's answer and counterclaim, he
admits that between the 18th day of August, 1913,

and the 10th day of December, 1913, the plaintiff was a director of the defendant corporation, and that between the 19th day of August, 1913, and the 10th day of December, 1913, plaintiff was the president of defendant corporation.

II.

Answering the fourteenth paragraph or subdivision of defendant's answer and counterclaim, plaintiff admits that he was present at a meeting of the board of directors of defendant corporation held in the City and State of New York on or about the 27th day of August, 1913, at which meeting the said directors of said corporation adopted a resolution whereby they transferred and assigned or directed the payment of the sum of ten thousand dollars to John L. Taugher, who is the plaintiff herein, but this plaintiff denies that said payment was in satisfaction of a merely pretended indebtedness of the defendant to this plaintiff, and he denies that the said alienation, [18] assignment or payment, was wrongful or contrary to law, or that it was a breach of trust reposed in the plaintiff or a breach of his duty to the defendant corporation, in the premises, or otherwise, but on the contrary plaintiff alleges that such resolution, whereby the said directors transferred and assigned or directed the payment of the sum of \$10,000 to the plaintiff, was legal and proper and the payment of said \$10,000 was intended to be and was a partial payment and satisfaction of a legitimate and proper indebtedness of the Moore Filter Company to John L. Taugher, this plaintiff, and such resolution was

duly and properly passed at a meeting of the board of directors of said corporation, a copy of which resolution, together with the minutes of said meeting, is attached hereto and made a part hereof, and marked exhibit "B."

III.

Answering the fifteenth paragraph or subdivision of defendant's answer and counterclaim, this plaintiff admits that thereafter and on or about the 28th day of August, 1913, the plaintiff withdrew from the treasury of the defendant company, or caused said defendant to pay him the sum of \$10,000, in pursuance of the authorization of the board of directors contained in said resolution but not otherwise, and plaintiff further admits that prior, but not subsequent to said date, to wit, on or about the 20th day of August, 1913, he received the sum of \$2,500 from The Moore Filter Company in partial satisfaction of an indebtedness of the Moore Filter Company to the said John L. Taugher, existing prior to the 20th day of August, 1913, and which indebtedness was contracted by the Moore Filter Company some months prior thereto, which said \$2,500 is mentioned on lines 5 and 6, of page 5, of plaintiff's complaint herein, and for which payment due credit was given by the plaintiff to the defendant, but this plaintiff denies that said payments to him of \$2,500 and \$10,000 were in pursuance of any wrongful plan or purpose whatsoever, and denies that the payment of said sums, or [19] either or both of them, to the plaintiff, or the retention of said sums, or either or both of them, by the

plaintiff, was wrongful or illegal, or a breach of any trust reposed in him, or a breach of his duty to The Moore Filter Company, but on the contrary plaintiff alleges that the payment to him of the sum of \$2,500, and of the further sum of \$10,000, were just and proper payments to him on account of the indebtedness of The Moore Filter Company to him the said John L. Taugher, and this plaintiff denies that he received the sum of \$12,500, mentioned in the fifteenth paragraph of defendant's answer and counterclaim, or any part thereof other than is herein set forth.

IV.

Answering the sixteenth subdivision or paragraph of defendant's answer by way of counterclaim, this plaintiff alleges that the defendant was at the time of the payments therein mentioned indebted to this plaintiff in a much greater sum than the sum of \$12,500, and this plaintiff denies that the total, actual or *bona fide* indebtedness of the defendant, The Moore Filter Company, to the plaintiff, John L. Taugher, upon the lawful claims held against them, did not exceed the sum of \$5,000 in the aggregate, and denies that the assertion of a claim for the larger amount above stated by the plaintiff was a mere pretense or sham to enable plaintiff to possess himself of defendant's property and assets, or any of them, or to convert the same, or any of them, to his own use, or was or is wrongful or illegal, or a breach of the plaintiff's duty to this defendant in the premises, but on the contrary this plaintiff alleges that at all of said times the

said defendant, The Moore Filter Company, was indebted to the plaintiff in a much larger sum than the sum of \$12,500, and the said The Moore Filter Company *is no* indebted to the plaintiff in the sum of \$18,358, over and above all counterclaims and offsets of all kinds and natures, as and in the manner set forth in plaintiff's complaint herein. [20]

Answering the seventeenth paragraph or subdivision of defendant's answer and counterclaim, plaintiff denies that he ever did any of the wrongful acts alleged and charged therein, and denies that he ever at any time heretofore owed, or that he now owes, to the defendant \$7,500, or any sum whatsoever, but on the contrary alleges that said defendant is indebted to the plaintiff in the sum of \$18,358, as in plaintiff's complaint herein set forth.

WHEREFORE, plaintiff prays judgment for the sum of \$18,358 together with interest thereon, as prayed for in his complaint herein, and that the defendant take nothing by its counterclaim, and that plaintiff recover his costs and disbursements herein.

J. L. TAUGHER,
Plaintiff.

United States of America,
Northern District of California,—ss.

John L. Taugher, being first duly sworn, deposes and says; that he is the plaintiff in the foregoing entitled action; that he has read the foregoing answer to defendant's counterclaim, and knows the contents thereof; that the same is true of his own knowledge except as to the matters therein stated on informa-

tion and belief, and as to those matters he believes it to be true.

J. L. TAUGHER.

Subscribed and sworn to before me this 25th day of October, 1915.

[Seal]

FLORA HALL,

Notary Public in and for the City and County of San Francisco, State of California. [21]

Exhibit "B."

Minutes of a special meeting of the board of directors of The Moore Filter Company, duly called and held at No. 60 Wall Street in the City of New York, on the 27th day of August, 1913, at three o'clock in the afternoon.

The following directors were present in person:

Henry B. Haigh,

Watson B. Robinson,

Robert Burns,

J. L. Taugher,

being all of the directors of the Company.

The vice-president occupied the chair and the secretary acted as secretary of the meeting.

The vice-president presented to the meeting a communication, which was ordered to be filed, dated Colorado Springs, Colorado, August 5th, 1913, from Mr. George Moore, then president of this company, covering a settlement to be made with the Golden Cycle Mining Company. Thereupon Mr. J. L. Taugher reported that he had closed a settlement with said Golden Cycle Mining Company under which he had secured for the company a check of

said Mining Company for the sum of Fifty Thousand Dollars (\$50,000), together with certain other rights accruing to this company.

Thereupon, on motion of Mr. Robinson, duly seconded, the board unanimously authorized the officers to pay to said J. L. Taugher out of said moneys the sum of Ten Thousand Dollars (\$10,000), and the secretary was instructed to communicate with Mr. George Moore and report to this board as to whether or not under such arrangements compensation in addition to said Ten Thousand Dollars (\$10,000) should be paid to said J. L. Taugher, and that Mr. Taugher's further fee for his services in connection therewith, if any be fixed thereafter by the board.

There being no further business to come before the meeting, the same was adjourned.

(Signed) ROBERT BURNS,
Secretary. [22]

Due service and receipt of a copy of the within Answer to Counterclaim, is hereby admitted this 25th day of October, 1915.

SCOTT HENDRICKS,
Attorney for Defendant.

[Endorsed]: Filed Oct. 25, 1915. W. B. Maling,
Clerk. By J. A. Schaertzer, Deputy Clerk. [23]

*In the District Court of the United States, in and
for the Northern District of California, Second
Division.*

No. 15,832.

JOHN L. TAUGHER,

Plaintiff,

vs.

THE MOORE FILTER COMPANY (a Corpora-
tion),

Defendant.

Verdict.

We, the jury, find in favor of the plaintiff and
assess the damages against the defendant in the sum
of Eighteen Thousand Three Hundred Fifty-eight
Dollars.

JOHN P. CLEESE,
Foreman.

[Endorsed]: Filed January 20, 1916. Walter B.
Maling, Clerk. [24]

*In the District Court of the United States, in and
for the Northern District of California, Second
Division.*

No. 15,832.

JOHN L. TAUGHER,

Plaintiff,

vs.

MOORE FILTER COMPANY, a Corporation,
Defendant.

Judgment on Verdict.

This cause having come on regularly for trial upon the 13th day of January, 1916, being a day in the November, 1915, term of said court, before the Court and a jury of twelve men duly impaneled and sworn to try the issues joined herein; Jacob M. Blake, Esq., appearing as attorney for plaintiff and Scott Hendricks and A. A. Rosenshine, Esqrs., appearing as attorneys for defendant; and the trial having been proceeded with on the 14th, 18th, 19th and 20th days of January, all in said year and term, and oral and documentary evidence upon behalf of the respective parties having been introduced and closed and the cause, after arguments of the attorneys and the instructions of the Court, having been submitted to the jury, and the jury having subsequently rendered the following verdict which was ordered recorded, namely: "We, the jury, find in favor of the plaintiff and assess the damages against the defendant in the sum of Eighteen Thousand Three Hundred Fifty-eight Dollars. John P. Cleese, Foreman," and the Court having ordered that judgment be entered in accordance with said verdict and for costs;

Now, therefore, by virtue of the law and by reason of the premises aforesaid, it is considered by the Court that John L. Taugher, plaintiff, do have and recover of and from Moore Filter Company, a corporation, defendant, the sum of Eighteen Thousand Three Hundred Fifty-eight and 00/100 (\$18,358)

Dollars, together with his costs in this behalf expended taxed at \$85.60.

Judgment entered January 20, 1916.

WALTER B. MALING,
Clerk.

A True Copy. Attest:

[Seal] WALTER B. MALING,
Clerk. [25]

[Endorsed]: Filed Jan. 20, 1916. Walter B. Maling, Clerk. [26]

*In the District Court of the United States for the
Northern District of California.*

No. 15,832.

JOHN L. TAUGHER

vs.

MOORE FILTER COMPANY, a Corporation.

Certificate to Judgment-roll.

I, W. B. Maling, Clerk of the District Court of the United States for the Northern Division of California, do hereby certify that the foregoing papers hereto annexed constitute the Judgment-roll in the above-entitled action.

ATTEST my hand and the seal of said District Court, this 20th day of January, 1916.

[Seal] WALTER B. MALING,
Clerk.

By J. A. Schaertzer,
Deputy Clerk.

[Endorsed]: Judgment-roll. Filed January 20th, 1916. Walter B. Maling, Clerk. By J. A. Schaertzer, Deputy Clerk. [27]

*In the District Court of the United States, Northern
District of California, Second Division.*

No. 15,832.

JOHN L. TAUGHER,

Plaintiff,

vs.

MOORE FILTER COMPANY, a Corporation,
Defendant.

JOHN L. TAUGHER, *pro se.*

SCOTT HENDRICKS, for Defendant.

Memorandum Opinion.

VAN FLEET, District Judge:

Under the terms of the contract between the witness Edwin Letts Oliver and the defendant, the former was unquestionably constituted the agent of the defendant in this State; and the evidence of the witness satisfies me that such relationship still subsisted at the date of the service of the process herein. The fact as developed that differences had arisen between the defendant and its agent as to their respective rights under the contract, and that in some respects the terms of the contract were ignored in their dealings with each other, while possibly giving rise to a right of action for its breach, did not operate to abrogate the contract nor terminate the agency; and the evidence shows that the relations of

the parties to that contract were not terminated until subsequent to the service of the process in question.

It was not essential to render the service of process binding on the defendant that the agent should have been the "managing agent" or the "secretary" of the defendant. All [28] the statute requires is that the corporation maintain an agent in this State, and as said in *Denver & Rio Grande R. R. Co. vs. Roller*, 100 Fed. 738, 741: "It is obvious that this does not mean that it must be the general managing agent of the corporation. The object of the service is attained when the agent served is of sufficient rank and character as to make it reasonably certain that the corporation will be notified of the service, and the statute is complied with if he be a managing or business agent in any specified line of business transacted by the corporation in the State where the service is made." That Oliver was authorized under the terms of the contract to manage the business of the defendant so far as it was committed to him in this State is, I think, well within the terms of the contract; and that his position was such as to render service upon him effectual, I think fairly appears.

The motion to quash the service of process will be denied.

[Endorsed]: Filed Sept. 27, 1915. Walter B. Maling, Clerk. [29]

*In the District Court of the United States, in and
for the Northern District of California, Second
Division.*

No. 15,832.

J. L. TAUGHER,

Plaintiff,

vs.

MOORE FILTER COMPANY, a Corporation,
Defendant.

Defendant's Bill of Exceptions.

BE IT REMEMBERED that on Thursday, January 13, 1916, the above-entitled action came on regularly for trial before the above-entitled court and a jury, the Honorable Wm. C. Van Fleet presiding, the plaintiff being represented by J. M. Blake, Esq., attorney for said plaintiff, and the defendant being represented by Scott Hendricks, Esq., and Albert A. Rosenshine, Esq., attorneys for said defendant.

Thereupon the following proceedings were had:

J. M. Blake, Esq., made the opening statement for the plaintiff, in which it appeared that all the contracts sued upon were entered into outside of the State of California, and that all the services performed by plaintiff were performed outside of the State of California, and that defendant was a foreign corporation organized under the laws of the State of Maine.

That at the conclusion of the opening statement of plaintiff, in view of the objection reserved in de-

fendant's answer, the Court suggested the question as to whether or not it had jurisdiction of the defendant, or of the subject matter of this action, it growing out of a transaction which did not have its origin in this State or in this district, and no part of which was performed in this State or in this district, and the service in this action being in its nature a substituted one; but after argument of counsel and further consideration it was concluded [30] that in view of the nature of the pleadings and the fact that defendant had interposed a counterclaim asking affirmative relief, the Court had acquired jurisdiction, and so ruled; to which ruling the defendant then reserved an exception, being Defendant's Exception No. —.

Testimony of John L. Taugher, for Plaintiff.

JOHN L. TAUGHER, the plaintiff, called as a witness on his own behalf, testified that he was a resident of California, lived in San Francisco, and was a lawyer by profession.

That he had undertaken the services alleged at the instance of the president of the Moore Filter Company.

That Moore had asked him to go to London on behalf of the company to ascertain in a general way the attitude of infringing Australian and South African Mining Companies from their representatives in London.

That certain mining companies in South Africa and Australia had constructed machines for the use of this process, and the Moore Filter Company

(Testimony of John L. Taugher.)

claimed this was infringement. That most of these companies were represented in London and financed there; that it was Mr. Moore's desire that plaintiff negotiate with the London representatives looking to a settlement; that the forming of certain companies, especially one in South Africa was discussed, to which company all infringement claims were to be assigned.

That he (Taugher) left London about the 16th or 17th of May, 1913.

That the four directors of the company at that time were, Moore, President, Haigh, vice-president, Robinson and Burns. That he (Taugher) did not know whether the last two knew of his employment by Moore, but that Haigh did. [31]

Thereupon the following questions were asked, and the following proceedings occurred:

Mr. BLAKE.—Q. I will ask you to identify three letters which I hand to you, and ask you if you recognize them?

A. Yes. Those three letters—there are four here—were handed to me by Mr. Haigh, who signs himself as vice-president and treasurer of the Moore Filter Company.

Mr. BLAKE.—These are letters of introduction by Mr. Haigh as vice-president, authenticating the purpose and object of the plaintiff in making this trip. We offer them in evidence for that purpose.

Mr. ROSENSHINE.—We object to the use of those letters, first, on the ground that they were never delivered; and second, on the ground that they

(Testimony of John L. Taugher.)

do not authenticate the purpose of this trip.

The COURT.—You offer them for the purpose of corroborating the witness' statement that Haigh knew of his going?

Mr. BLAKE.—Yes, and in support of the authority of the company. They were delivered to the plaintiff.

The COURT.—These are all letters of introduction. I will allow them to go in on the question of the knowledge of one of the directors.

Mr. ROSENSHINE.—Exception.

Which exception the defendant hereby designated as its Exception No. —.

Plaintiff's Exhibit #1—Letter.

THE MOORE FILTER COMPANY.

United States Realty Building.

115 Broadway.

New York, U. S. A., May 16, 1913. [32]

Moreing, Esquire,

Bewick, Moreing & Company,

62 London Wall,

London, E. C.

My dear Sir:

Permit me to introduce the bearer, Mr. J. L. Taugher, counsel of The Moore Filter Company, who is visiting London in connection with the Company's interests.

Any courtesies shown Mr. Taugher will be much appreciated by

Yours very truly,

(Signed) HENRY B. HAIGH,

HBH/H.

Vice-pres. and Treasurer.

THE MOORE FILTER COMPANY,

United States Realty Building.

115 Broadway,

New York, U. S. A., May 16, 1913.

Milner, Esquire,

Wernher Belt & Company,

1 London Wall Buildings,

London, E. C.

My dear Sir:

Permit me to introduce the bearer, Mr. J. L. Taugher, counsel of The Moore Filter Company, who is visiting London in connection with the Company's interests.

Any courtesies shown Mr. Taugher will be much appreciated by

Yours very truly,

HENRY B. HAIGH,

HBH/H.

Vice-pres. and Treas. [33]

LETTER.

THE MOORE FILTER COMPANY,

United States Realty Building.

115 Broadway,

New York, U. S. A., May 16, 1913.

My dear Mr. Cooper:

The bearer, J. L. Taugher, Esquire, counsel of our Company, having matters in connection with the interests of our Company requiring his presence in London, I have told him something of the great pleasure that I have in meeting and suggested that he call and see you.

Bespeaking for Mr. Taugher similar courtesies to

those which you were so good as to show me, I beg
to remain with sincere regard,

Yours truly,

(Signed) HENRY B. HAIGH,

HBH/H.

Vice-pres. and Treasurer.

DURRANT, COOPER, Esquire,

% Durrant, Cooper & Freeman,

Bank Chambers,

70-71 Gracechurch St.,

London, E. C. [34]

LETTER.

THE MOORE FILTER COMPANY,

United States Realty Building.

115 Broadway,

New York, U. S. A., May 16, 1913.

My dear Mr. Mitchisen:

The bearer, J. L. Taugher, Esquire, counsel of our Company, having matters in connection with the interests of our Company requiring his presence in London, I have told him something of the great pleasure that I had in meeting and suggested that he call and see you.

Bespeaking for Mr. Taugher similar courtesies to those which you were so good as to show me, I beg to remain with sincere regard,

Very truly,

(Signed) HENRY B. HAIGH,

HBH/H.

Vice-pres. and Treas.

(Testimony of John L. Taugher.)

A. M. MITCHISEN, Esquire, Chairman,
The Waihi Gold Mining Company, Limited,
11 Avchurch Lane,
London, E. C.

Mr. BLAKE.—Q. State whether or not, at the time of your sailing for London, any members of the Moore Filter Company accompanied you to the boat.

Mr. ROSENSHINE.—I object to the question upon the ground that it is immaterial, irrelevant and incompetent.

The COURT.—A corporation, like an individual, may be bound equally in either one of two ways; by previous authorization, [35] or by ratification; ratification is a fact which may be deduced from circumstances.

Mr. ROSENSHINE.—Would the fact that certain gentlemen accompanied him to a boat tend to be a ratification?

The COURT.—That mere fact may not, but the circumstance is for the jury to put their construction upon. Your objection goes to the weight of it, and not to its admissibility.

Mr. ROSENSHINE.—Exception.

Which exception the defendant hereby designates as its Exception No. —.

To which question the witness replied:

A. Yes, Mr. Moore, the president, and Mr. Haigh, the vice-president, came down to the boat on the morning I was sailing, and we discussed there various things that I would take up in London in relation to the business on which I was going.

(Testimony of John L. Taugher.)

That thereafter and on August 16th, 1913, John L. Taugher was elected a director of The Moore Filter Company, and was elected president of the company on August 19th, 1913, and continued to serve until the 9th day of December, 1913, when he resigned as president and director, and his resignation was accepted.

Mr. BLAKE.—Q. State what services you were actually called upon to perform for the company during the period of your incumbency.

Mr. ROSENSHINE.—We object to the question in the form as put. Counsel does not qualify the kind of services, whether as president or as director, and that should be introduced into that question.

The COURT.—I think the question is proper, the objection is overruled.

Mr. ROSENSHINE.—Exception.

Which exception the defendant hereby designated as its Exception No. ——. [36]

To which question witness answered:

A. After I came back to New York with the \$50,000 check, I think it was the day after I got back, we held a meeting, the day I got back, I think, when my fee was formally—the fee fixed in the contract was formally put through by the board, and the officers—of which I was president—were directed to make a check to me for \$10,000. The next morning I deposited the check for \$50,000 to the credit of the Moore Filter Company, and made a check to myself for the \$10,000, that is, I did, and the secretary and vice-president signed the check also—Mr. Haigh.

(Testimony of John L. Taugher.)

Within—just a very short time, I think it was only within a few hours, the bank account of the Moore Filter Company was attached, and an attachment was put upon the office of the company, that is, a keeper was put in, and I think the safes were sealed, the stuff was not moved out by the sheriff, and this thing was all practically tied up. The action was started by certain of the stockholders of the Moore Filter Company who had loaned to the company some \$20,000 five or six years prior to this time, and they never had gotten their money. When I brought back the check for \$50,000, I just had it in the bank, practically, when this attachment was put on for the \$20,000—\$20,000 odd, I think it was \$28,000. The following day I believe there were some other actions started against the company on which other attachments were made.

That in answer to other questions to which no objection was made or exception taken he testified that he took up the matter of a claim of the Moore Filter Company against the Golden Cycle Mining Company. That an action for infringement had been begun in the United States District Court of West Virginia some years [37] before, and that the same had never been pressed. That acting for the Moore Filter Company he carried on negotiations both in person and by letter and telegram with the officials of the Golden Cycle Mining Company, and as a result of these negotiations he obtained a settlement whereby the Golden Cycle Mining Company paid to the Moore Filter Company \$50,000. That in effect-

(Testimony of John L. Taugher.)

ing this settlement the following instruments were signed by the parties thereto on July 31st, 1913; agreed statement of facts in said action authorizing the Court to enter judgment for \$50,000 in favor of the Moore Filter Company and against the Golden Cycle Mining Company; an agreement signed by the Moore Filter Company acknowledging the payment of \$50,000 and agreeing to hold the Golden Cycle Mining Company harmless from all claims and demands on account of the use by it of the Moore patents; a license by the Moore Filter Company to the Golden Cycle Mining Company authorizing it to use the Moore process in the future, in consideration of the payment of said sum of \$50,000.

That upon and in accordance with the confession of judgment in said action a decree was thereafter duly signed and ordered entered by the Court on the 25th day of August, 1913, in the words and figures following:

Plaintiff's Exhibit # 8.

United States of America,
Southern District of West Virginia.

No. 337—IN EQUITY.

*In the District Court of the United States for the
Southern District of West Virginia.*

THE MOORE FILTER COMPANY,

Complainant,

vs.

THE GOLDEN CYCLE MINING COMPANY,
Defendant.

Decree.

The foregoing cause coming on to be heard on this 25th day [38] of August, A. D. 1913, upon the agreed Statement of Facts submitted by both of the parties hereto; the said complainant, the Moore Filter Company, appearing by R. M. Price, one of the solicitors for the complainant, and the defendant, The Golden Cycle Mining Company, appearing by T. S. Clark, one of the solicitors for said defendant; and the Court having read the stipulation of facts and heard the statement of solicitors and counsel representing the respective parties, and being now fully advised in the premises, doth hereby find the facts in said cause to be as follows, to wit:

1st. That The Moore Filter Company, the complainant herein is now, and at all times alleged in the bill of complaint herein was, the exclusive owner of letters patent from the United States upon a process for filtering slimes for the extraction of precious metals therefrom, as in said bill of complaint set forth and stated.

2d. That the defendant, The Golden Cycle Mining Company, in the year 1907, constructed a mill or reduction plant at Colorado Springs, El Paso County, Colorado, for the purpose of treating gold ores by the cyanide process, and extracting metal therefrom, and producing the same in merchantable form for sale to the mints of the United States. That in said mill there was constructed and installed for use, what is commonly known as vacuum filters, the same being

apparatus designed to extract gold values from ore slimes by the use of the process described in the letters patent hereinbefore mentioned; the same being Letters Patent No. 764,486 of the United States; that upon the construction and installation of said filters, in said year, and all the time thereafter to the present date, the defendant has used and operated said filters by the application of said process covered by said letters patent, as aforesaid, now owned by the plaintiff herein, and at [39] all times, as in said bill of complaint set forth.

3d. That from time to time, from and after the installation and during the operation and use of said filters by the use of said process, The Moore Filter Company and its grantors have demanded of the defendant that it pay a royalty for the use of said process in the operation of said filters; that said demands were based upon the claim of The Moore Filter Company, and its grantors, that the use by the defendant herein of said process in the operation of said filters was an infringement of the rights of the complainant, and that the defendant has no right to use said process, as aforesaid, without making payment to The Moore Filter Company therefor. That the defendant at all times recognized said demands, but refused to in any manner compensate The Moore Filter Company and its grantors for the use of the same, and at no time heretofore has the defendant paid, or in any way compensated, The Moore Filter Company, or its grantors, for the use of said process in the operation of said filters.

4th. That the defendant admits that what are known and designated as claims four (4) and five (5) of said letters patent are valid, and that by the defendant's use of said process in the operation of said filters, as aforesaid, it has infringed the rights granted to the patentee under said letters patent; that thereby the complainant, The Moore Filter Company, has been damaged in the sum of more than Fifty Thousand Dollars (\$50,000), and that the defendant, The Golden Cycle Mining Company, by the use of said process, as aforesaid, has been benefited in the amount of more than said sum.

5th. That by reason of the unauthorized use by the defendant, The Golden Cycle Mining Company, of said process as above set forth, The Moore Filter Company, the complainant herein, has been damaged in a sum in excess of Fifty Thousand [40] Dollars (\$50,000), and the said Golden Cycle Mining Company, by the unauthorized use of said process has been benefited in an amount in excess of Fifty Thousand Dollars (\$50,000), but complainant, The Moore Filter Company, by way of compromise has agreed, and hereby does formally agree, to accept from the defendant The Golden Cycle Mining Company, Fifty Thousand Dollars (\$50,000) in full settlement and payment of such damage and such past unauthorized use by The Golden Cycle Mining Company of said process.

6th. That on the 29th day of December, 1903, Letters Patent of the United States entitled "Improvement in Filtering System," and numbered 748,088, were issued in the name of the United States and are

held and owned by the complainant company, but that no issue is tendered by the complainant company based on said letters patent No. 748,088, and all claims in the foregoing cause, based upon or arising out of the said letters patent No. 748,088 are abandoned.

7th. That an agreement having been made between the parties hereto, under which a stipulation has been entered into, and under which licenses covering past and future use of the devices covered by letters patent No. 748,088 and the processes covered by letters patent No. 764,486 have been granted, there no longer exists any necessity for an injunction or the application for an injunction, and the complainant withdraws its request in that behalf.

WHEREFORE, THE COURT DOTH ORDER, ADJUDGE and DECREE, that the complainant do have and recover of the defendant the sum of Fifty Thousand Dollars (\$50,000), together with its costs in this suit, to be taxed, and judgment is hereby entered therefor.

Done in open court this 25th day of August, A. D. 1913.

(Signed) BERY F. KELLER,
Judge. [41]

Testimony of E. L. Oliver, for Plaintiff.

E. L. OLIVER, called as a witness for plaintiff, testified substantially, as follows:

That he is a mining engineer engaged in business in San Francisco in manufacturing and selling filters for a cyanide process and used for the same purpose

(Testimony of E. L. Oliver.)

as the Moore Filter, and using a process similar to the Moore process; that he has been in this business for the last seven years. That he had a general idea in the year 1913 of the patent situation in the United States relating to filters in use in mining operations similar to the Moore process, and was also familiar with the claims made by the Moore Filter Company under its patent filtering process. That the Moore Filter Company claimed that his patents infringed its patents. That he was familiar with the litigation between the Moore Filter Company and the Tonopah Belmont Mining Company; that he had studied the matter very thoroughly because he was having trouble with the Moore Filter Company. That prior to February, 1913, claims were being made by the Moore Filter Company that he was infringing their patents. That he had obtained patents relative to filter apparatus and had given a great deal of consideration to the filter situation prior to March, 1913; both in the United States and abroad. That he made a settlement with the Moore Filter Company in February or March, 1913, whereby he became entitled to 10% of all money that might be received by the Moore Filter Company for infringement of its patents and thereafter had a large interest in the income of the company. That he knew of the settlement with the Golden Cycle Mining Company for \$50,000. That everybody who was interested knew of this and that it was announced in the technical journals.

The following question was then asked the witness and the following took place:

By Mr. BLAKE.—Would you consider that the procuring and entry of that judgment against the Golden Cycle Mining Company in the United States Circuit Court for the Northern District of West Virginia, that being a district other than the third circuit, would be of value to the Moore Filter Company in making settlements with various other infringers of the process of the Moore Filter Company in various parts of America and elsewhere.

Mr. ROSENSHINE.—We object to the question on the ground that Mr. Oliver is not competent to pass on the value of a judgment of confession, and also on the further ground that it is incompetent.

The COURT.—I think so.

Mr. BLAKE.—Is there any objection to the form of the question?

Mr. ROSENSHINE.—No, I don't think so. The objection is generally to the fact that Mr. Oliver, as a mining man, cannot testify to the value of a judgment of confession.

The COURT.—The question includes more than that. If that is your objection alone, I think it would not be good. What counsel really is asking you, Mr. Oliver, is this, in substance; whether from your knowledge of the business you would consider that a second adjudication of the validity of the patent, where the patent had given rise to litigation growing out of the infringements, would be of value to one owning the patent in making future settlements with parties who had infringed the patent?

(Testimony of E. L. Oliver.)

A. Yes, I believe it would be of very vital importance, for this reason, that everyone who has had experience in patent matters knows that an adjudication in one circuit means nothing more than the right to go and fight it out in some other circuit, because it is never final, whereas if you get it in two circuits, [43] the chances are very much better for a complete settlement of the case.

Mr. BLAKE.—Q. What value in your judgment was the confession of judgment to the Moore Filter Company.

Mr. ROSENSHINE.—The same objection.

Mr. BLAKE.—Q. If the Moore Filter Company had made reasonable use of it in its negotiations and dealings with other mining companies that were infringers of its patents?

Mr. ROSENSHINE.—Objected to on the same ground, and on the further ground that it is assuming a fact not in the evidence—if the Moore Filter Company made use of it.

The COURT.—What is in counsel's mind is this: The value of the procuring of this decree was more or less potential—you might say in a sense intangible—but would depend upon the use which was made of the fact that such a decree had been procured; the question really put to the witness involves this inquiry, what in his judgment, having a knowledge of the business of the Moore Filter Company—in fact, having an interest in the business growing out of his contractual relations with that company,—what would have been the value to the Moore Filter

(Testimony of E. L. Oliver.)

Company of this decree if further availed of by them for the purposes for which it was available. I think that to that extent the witness is competent to answer.

Mr. ROSENSHINE.—Exception.

Which exception the defendant hereby designates as its Exception No. —.

To said question the witness answered:

It is a difficult matter to put in dollars and cents. It came at a psychological moment. The Moore Filter Company had [44] won its suit against the Tonopah Belmont in another circuit; and this was the first settlement that was made, the first large settlement they had gotten from infringers. The Tonopah Belmont case was still in the court, waiting a judgment—waiting for the accounting. They had won the case.

The COURT.—They had gotten the decree?

A. They had gotten the decree and were waiting for the accounting. This other was going on just at that time, and getting an actual cash settlement meant a good deal to the outside world. They could see that if they did infringe, the chances were pretty slim of their winning out.

Q. I suppose if they had infringed, they would have been readier to settle than previously.

A. Yes, very much more.

The witness then testified in answer to other questions, to which no objection was taken nor exception reserved, that he knew of large claims being made by the Moore Filter Company against South African and Australian infringers. That taking

(Testimony of E. L. Oliver.)

into consideration his knowledge of the facts the confession of judgment was worth in thousands \$30,000, \$40,000, or even \$50,000, that it was hard to fix an exact figure. That the effect was seen in future settlements that they made, in one case they got \$90,000.

Cross-examination.

That he does not know definitely that this \$90,000 settlement was made easy because of the Golden Cycle settlement, but that he believed it was one of the things that led up to it. In the judgment of witness, it would not have been as valuable for the Moore Filter Company to have simply gotten a settlement with the Golden Cycle Mining Company, and an acknowledgment of its infringement of the Moore patents as to have a public entry of record in the form of a decree, and that he reached this conclusion because this settlement was made in the form of a judicial [45] decree in a circuit other than that in which the Moore Filter Company had secured its judgment in the action against the Tonopah Belmont.

Plaintiff's evidence showed that all contracts sued upon were entered into outside of the State of California, that all services performed by him for the company were performed outside of the State of California, and that defendant was a foreign corporation organized under the laws of the State of Maine, and having its business office in the City of New York.

At the conclusion of plaintiff's case, defendant moved to dismiss the action on the ground that the Court had acquired no jurisdiction and can lawfully exercise no jurisdiction over defendant or the subject matter of this action.

Which motion was denied by the Court, and to which ruling defendant then and there duly excepted, which exception defendant designated as its Exception No. —.

Defendant then introduced its evidence, including the deposition of William H. Harding, Jr., in which he testified that he is an attorney at law, and president of the Moore Filter Company. That the company has never received any patent rights under the agreement with the Golden Cycle Mining Company, and that to the best of his knowledge it did not receive anything of value other than the \$50,000 paid to it, nor has it ever used the judgment obtained in that matter, and the same has not been of any value to the company.

The Court then charged the jury, which having retired and deliberated, thereafter returned a verdict in favor of plaintiff and against the defendant in the sum of \$18,358, and upon said verdict judgment was entered against said defendant, and in favor of the plaintiff in said sum, and for costs in the sum of \$——. [46]

AND, NOW, IN FURTHERANCE OF JUSTICE, defendant presents the foregoing as its Bill of Exceptions in this case and prays that the same may be

settled and allowed and signed and certified to as provided by law.

SCOTT HENDRICKS,

A. D. D.

ALBERT A. ROSENSHINE,

Attorneys for Defendant.

Order Settling and Allowing Bill of Exceptions.

The foregoing Bill of Exceptions is correct in all respects, and is hereby approved, allowed and settled.

Dated July 3d, 1916.

WM. C. VAN FLEET,

Judge.

[Endorsed]: Filed Jul. 3, 1916. W. B. Maling, Clerk. By J. A. Schaertzer, Deputy Clerk. [47]

*In the District Court of the United States, in and for
the Northern District of California, Second
Division.*

No. 15,832.

J. L. TAUGHER,

Plaintiff,

vs.

MOORE FILTER COMPANY, a Corporation,

Defendant.

Petition for Writ of Error.

To the Honorable, the District Court of the United States, in and for the Northern District of California, Second Division.

Moore Filter Company, a corporation, defendant in the above-entitled action, feeling themselves ag-

grieved by the verdict of the jury and the judgment thereupon entered in favor of the plaintiff in said cause on the 20th day of January, 1916, whereby it was adjudged that the plaintiff recover of and from the defendant the sum of Eighteen Thousand, Three Hundred and Fifty-Eight Dollars (\$18,358), come now by Scott Hendricks, Esq., its attorney, and petition said Court for an order allowing it to prosecute a Writ of Error to the Honorable, the United States Circuit Court of Appeals in and for the Ninth Circuit, under and according to the laws of the United States in that behalf made and provided; and in this behalf alleges that in said judgment and in the proceedings had prior thereto in said action certain errors were committed to the prejudice of this defendant, all of which will appear more in detail from the Assignment of Errors which is filed with this petition.

WHEREFORE, this defendant prays that a writ of error may issue in this behalf out of the United States Circuit Court of Appeals for the Ninth Circuit, for the correction of the errors [48] so complained of, and that a transcript of the record, proceedings and papers in this case, duly authenticated, may be sent to the said Circuit Court of Appeals, and also that an order may be made by this Court fixing the amount of security which said defendant shall give and furnish upon said writ of error, and that upon the giving of such security all further proceedings in this court be suspended and stayed until the determination of said writ of error by the said United

States Circuit Court of Appeals in and for the Ninth Circuit.

Dated April 12, 1916.

MOORE FILTER COMPANY,
a Corporation.

By SCOTT HENDRICKS,
Its Attorney.

[Endorsed]: Filed April 13, 1916. Walter B. Mal-
ing, Clerk. [49]

*In the District Court of the United States, in and for
the Northern District of California, Second
Division.*

No. 15,832.

J. L. TAUGHER,

Plaintiff,

vs.

MOORE FILTER COMPANY, a Corporation,
Defendant.

Assignment of Errors.

Now comes the Moore Filter Company, a corpora-
tion, defendant in the above-entitled action, by Scott
Hendricks, Esq., its attorney, and specifies the fol-
lowing as the errors upon which it will rely upon its
prosecution of the writ of error in the above-entitled
cause:

I.

That the District Court of the United States for
the Northern District of California, Second Divi-
sion, erred in refusing to grant defendant's Motion
to Quash Service of Summons alleged to have been

made upon the defendant corporation by serving Edwin Letts Oliver, its alleged agent.

BEING EXCEPTION NO. 1.

II.

That the said Court erred in refusing to sustain defendant's plea to the jurisdiction of the Court, and in refusing to dismiss this action for want of jurisdiction, after plaintiff had made his opening statement, and before any evidence was introduced.

BEING EXCEPTION NO. 2.

III.

That said Court erred in admitting in evidence plaintiff's [50] exhibit 1, purporting to be letters of introduction, over objections of defendant, to which ruling defendant duly excepted.

BEING EXCEPTION NO. 3.

IV.

That the said Court erred in overruling the objection of counsel for said defendant to the following question asked by counsel for the plaintiff of the witness John L. Taugher;

“Mr. BLAKE.—Q. State whether or not, at the time of your sailing for London, any members of the Moore Filter Company accompanied you to the boat?”

To which the witness answered: “Yes, Mr. Moore, the president, and Mr. Haigh, the vice-president, came down to the boat on the morning I was sailing, and we discussed there various things that I would take up in London in relation to the business on which I was going.”

BEING EXCEPTION NO. 4.

V.

That the said Court erred in overruling the objection of counsel for said defendant to the following question asked by counsel for the plaintiff of the witness John L. Taugher:

“Mr. BLAKE.—Q. State what services you were actually called upon to perform for the company during the period of your encumbency?”

To which the witness answered: “A. After I came back to New York with the \$50,000 check, I think it was the day after I got back, we held a meeting the day I got back, I think, when my fee was formally—the fee fixed in the contract was formally put through by the board, and the officers—of which I was president—were directed to make a check to me for \$10,000. The next morning I deposited [51] the check for \$50,000 to the credit of the Moore Filter Company and made a check to myself for the \$10,000, that is, I did, and the secretary and the vice-president signed the check also—Mr. Haigh. Within—just a very short time, I think it was only within a few hours, the bank account of the Moore Filter Company was attached, and an attachment was put upon the office of the company, that is, a keeper was put in, and I think the safes were sealed, the stuff was not moved out by the sheriff, but this thing was all practically tied up. The action was started by certain of the stockholders of the Moore Filter Company who had loaned to the company some \$20,000 five or six years prior to this time, and they never had gotten their money. When I

brought back the check for \$50,000, I just had it in the bank, practically, when this attachment was put on for the \$20,000—\$20,000 odd, I think it was \$28,000. The following day I believe there were some other actions started against the company, on which other attachments were made.”

BEING EXCEPTION NO. 5.

VI.

That the said Court erred in overruling the objection of counsel for said defendant to the following question asked by counsel for plaintiff of the witness E. L. Oliver: “Q. Had you given consideration to the situation prior to March, 1913, from the point of view of an owner of patented rights and also from the point of view of one threatened with litigation for infringing the rights of the Moore Filter Company?”

To which the witness answered: “A. Yes, a great deal of consideration for a number of years in fact prior to that time.”

BEING EXCEPTION NO. 6. [52]

VII.

That said Court erred in overruling the objection of counsel for said defendant to the following question asked by counsel for plaintiff of the witness E. L. Oliver:

“Mr. BLAKE.—Q. What value, in your judgment, was that confession of judgment to the Moore Filter Company?— Q. If the Moore Filter Company had made reasonable future use of it in its negotiations and dealings with other mining companies that were infringers of its patents.”

To which witness answered: "A. It is a difficult matter to put in dollars and cents. It came at a psychological moment. The Moore Filter Company had won its suit against the Tonopah-Belmont in another circuit, and this was the first settlement that was made, the first large settlement they had gotten from infringers. The Tonopah-Belmont case was still in the courts, awaiting a judgment,—waiting for the accounting. They had won the case."

BEING EXCEPTION NO. 7.

VIII.

That the said Court erred in permitting witness E. L. Oliver to testify as an expert as to the value of the confession of judgment.

BEING EXCEPTION NO. 8.

IX.

That the said Court erred in refusing to grant defendant's motion to dismiss the above-entitled action after the testimony of plaintiff had been taken, on the ground that the Court had no jurisdiction, and could lawfully exercise no jurisdiction over the defendant or over the subject matter in this action.

BEING EXCEPTION NO. 9. [53]

X.

That the said Court erred in admitting in evidence Plaintiff's Exhibit "A" purporting to be an affidavit of Henry B. Faber, filed in the action in the Supreme Court of the State of New York, County of Kings, wherein Henry E. Seal, suing in behalf of himself and of the stockholders and creditors of the Moore Filter Company, was plaintiff against George Moore,

Lulu Moore, Henry B. Haigh, John L. Taugher, Watson B. Robinson, Robert Burns and Moore Filter Company as defendants.

BEING EXCEPTION NO. 10.

XI.

That said Court erred in admitting to evidence the Plaintiff's Exhibit "B," purporting to be the affidavit of Harry E. Seal filed in the action in the Supreme Court of the State of New York, County of Kings, wherein Henry E. Seal, suing in behalf of himself and of the stockholders and creditors of the Moore Filter Company, was plaintiff against George Moore, Lulu Moore, Henry B. Haigh, John L. Taugher, Watson B. Robinson, Robert Burns, and Moore Filter Company, as defendants.

BEING EXCEPTION NO. 11.

XII.

That the said Court erred in overruling the objection of counsel for said defendant to the following question asked by counsel for plaintiff of witness Henry B. Faber:

"Q. In exhibit 'B,' did not Seal accuse George Moore of making an agreement with J. N. Shenstone which was thoroughly corrupt and stating that it constituted the grossest sort of breach of trust on the part of Moore and that the same rendered Moore liable to forfeiture of any office in the Moore Filter Company under the provisions of subdivision 4 of section 90 of the General Corporation Law?" [54]

To which witness answered: "A. He did; those are the very words."

BEING EXCEPTION NO. 12.

XIII.

That the said Court erred in overruling the objection of counsel for said defendant to the following question asked by counsel for plaintiff of witness Henry B. Faber:

“Q. Did not Mr. Seal in his affidavit depose and say that Haigh had been charged by Moore under oath with gross and fraudulent misapplication of the funds of the Moore Filter Company and that Haigh had bargained with Moore for immunity from prosecution therefor.”

To which witness answered: “A. Outside of the record I don’t remember.”

BEING EXCEPTION NO. 13.

XIV.

That the said Court erred in sustaining the objection of counsel for said plaintiff to the following question asked of witness Bertram L. Fletcher:

“Q. Assuming that the evidence in this case show that on the 16th day of August, 1913, an attorney was elected a director of a Maine corporation; that on the 19th day of August, 1913, said attorney was elected the president of said corporation and continued to hold the two offices of director and of president until December 9, 1913, upon which date he resigned both offices; that at the time of his election as a director and at the time of his election as president there was no provision of the by-laws fixing any compensation for such president nor for services as director, nor was there taken at either of those meetings or at any other time any action by either the

directors or the stockholders fixing any compensation for said attorney either as president or director, and no agreement of hiring was made [55] between said attorney and said corporation. State whether or not, assuming the facts as I have stated them to be true, in your opinion the attorney has any legal or enforceable claim against the corporation under the laws, statutes and decisions of the state of Maine for services rendered as president of such corporation?"

To which the witness answered: "A. During that period?"

"Q. From August 19th, the date of his election, to December 7th, the date of the acceptance of his resignation." "A. No, he would not have any."

BEING EXCEPTION NO. 14.

XV.

And defendant now specifies the particulars in which the evidence was insufficient to justify the decision of the jury, as follows:

I.

The evidence is insufficient to justify the jury in awarding the sum of \$7,000 to plaintiff as reasonable value of his services in connection with his trip to London.

II.

The evidence is insufficient to justify the jury in awarding the sum of \$4,000 to plaintiff for salary as president of the Moore Filter Company.

III.

There is not sufficient evidence from which the jury could conclude that there was any agreement

made by the Moore Filter Company with plaintiff as to his salary as president, or to show a ratification of any agreement made with plaintiff by George Moore in this behalf, or to show that there was any implied promise on the part of the company to pay any salary to plaintiff for his services as president.
[56]

IV.

The evidence is insufficient to justify the jury in awarding \$8,000 for alleged extra services in the Golden Cycle matter, in addition to the \$10,000 admittedly paid to plaintiff for his services in connection with the Golden Cycle matter, as there was no evidence of any extra services.

WHEREFORE, the said defendant prays that the judgment in favor of the plaintiff herein and against the defendant be reversed and that the said District Court of the United States in and for the Northern District of California, Second Division, be directed to grant a new trial of said cause.

SCOTT HENDRICKS,

ALBERT A. ROSENSHINE,

Attorneys for Plaintiff in Error (Defendant in Court below).

[Endorsed]: Filed Apr. 13, 1916. Walter B. Maling, Clerk. [57]

*In the District Court of the United States, in and
for the Northern District of California, Second
Division.*

No. 15,832.

J. L. TAUGHER,

Plaintiff,

vs.

MOORE FILTER COMPANY, a Corporation,
Defendant.

Order Allowing Writ of Error.

Upon motion of Scott Hendricks, Esq., Attorney for the defendant in the above-entitled action, and upon the filing of a petition for writ of error and an Assignment of Errors herein,

IT IS HEREBY ORDERED that a writ of error as prayed for in said petition be allowed and that the amount of the supersedeas bond be given by the defendant upon said writ of error be and the same is hereby fixed at the sum of Forty Thousand Dollars (\$40,000), and that upon the giving of said bond all further proceedings in this court be suspended, stayed and superseded pending the determination of such writ of error by the United States Circuit Court of Appeals in and for the Ninth Circuit.

Dated April 12, 1916.

WM. C. VAN FLEET,
Judge.

[Endorsed]: Filed Apr. 13, 1916. Walter B. Maling, Clerk. [58]

*In the District Court of the United States, in and
for the Northern District of California, Second
Division.*

No. 15,832.

JOHN L. TAUGHER,

Plaintiff,

vs.

THE MOORE FILTER COMPANY, a Corpora-
tion,

Defendant.

Bond.

KNOW ALL MEN BY THESE PRESENTS
that we, The Moore Filter Company, as principal,
and the United States Fidelity and Guaranty Com-
pany, as surety, are held and firmly bound unto
John L. Taugher for the full and just sum of Forty
Thousand (\$40,000) Dollars to be paid to the said
John L. Taugher, his executors, administrators or
assigns, to which payment well and truly to be made
we bind ourselves, our successors and assigns jointly
and severally by these presents.

Signed and dated this 6th day of July, A. D. 1916.

WHEREAS, lately at a regular term of the Dis-
trict Court of the United States for the Northern
District of California at the city of San Francisco,
in said district, in an action pending in said court
between said John L. Taugher, as plaintiff, and The
Moore Filter Company, as defendant, Cause No.
15,832, on the law docket of said court, judgment
was rendered against the said The Moore Filter

Company on the 20th day of January, 1916, for the sum of Eighteen Thousand Four Hundred and Forty-three and 60/100 (\$18,443.60) Dollars with interest thereon at the rate of seven (7) per cent and the said The Moore Filter Company has obtained a writ of error to reverse the said judgment of the said court in the aforesaid action and a citation directed to the said [59] John L. Taugher, citing him to appear and to be before the United States Circuit Court of Appeals for the Ninth Circuit, to be holden at San Francisco, in the State of California according to law within thirty (30) days from the date thereof.

Now, the condition of the above obligation is such that if the said The Moore Filter Company, shall prosecute its writ of error to effect and answer all damages and costs if it fail to make its plea good, then the above obligation to be void, else to remain in full force and virtue.

THE MOORE FILTER COMPANY.

(Seal)

By WM. H. HARDING, Jr.,
President.

[Seal] UNITED STATES FIDELITY &
GUARANTY COMPANY.

By B. F. CATA,
By W. S. ALEXANDER.

Attorneys in Fact.

This bond is approved this 17th day of July, 1916.

WM. C. VAN FLEET,
Judge.

State of New York,
County of New York,—ss.

On the 29th day of June, 1916, before me personally came William H. Harding, Jr., to me known, who being by me duly sworn did depose and say, that he resides in the City of New York; that he is the president of the Moore Filter Company, the corporation described in and which executed the above instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the board of directors of said corporation and [60] that he signed his name thereto by like order.

[Seal]

H. E. EMMETT,

Notary Public for Kings County, No. 9.

Certificate filed in New York County, No. 20.

Nassau Bronx, No. 1, Queens, No. 631, Richmond
and Westchester Counties.

Kings County, Register's Office, No. 8008.

New York County, Register's Office, No. 8023.

Bronx County, Register's Office, No. 804.

My commission expires March 30, 1918.

[Endorsed]: Filed Jul. 17, 1916. W. B. Maling,
Clerk. By J. A. Schaertzer, Deputy Clerk. [61]

*In the District Court of the United States, in and
for the Northern District of California, Second
Division.*

No. 15,832.

JOHN L. TAUGHER,

Plaintiff,

vs.

THE MOORE FILTER COMPANY (a Corpora-
tion),

Defendant.

Clerk's Certificate to Record on Writ of Error.

I, Walter B. Maling, Clerk of the District Court of the United States, in and for the Northern District of California, do hereby certify the foregoing sixty-one (61) pages, numbered from 1 to 61, inclusive, to be a full, true and correct copy of the record and proceedings in the above and therein-entitled cause, as the same remains of record and on file in the office of the clerk of said District Court, and that the same constitutes the return to the annexed writ of error.

I further certify that the cost of preparing and certifying the transcript of record on writ of error in this cause amounts to the sum of \$36.10; that said sum was paid by the defendant, and that the original writ of error and citation issued in said cause are hereto annexed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said District

Court, this 18th day of August, A. D. 1916.

[Seal]

WALTER B. MALING,

Clerk United States District Court, in and for the
Northern District of California.

[Ten Cent Internal Revenue Stamp. Canceled
Aug. 18/16. W. B. M.] [62]

Writ of Error.

UNITED STATES OF AMERICA,—ss.

The President of the United States of America, to
the Honorable, the Judges of the District Court
of the United States for the Northern District
of California, Second Division, Greeting:

Because in the record and proceedings, as also in
the rendition of the judgment of a plea which is in
the said District Court, before you, or some of you,
between Moore Filter Company, a Corporation,
Plaintiff in Error, and J. L. Taugher, Defendant in
Error, a manifest error hath happened, to the great
damage of the said Moore Filter Company, a Cor-
poration, Plaintiff in Error, as by its complaint
appears;

We, being willing that error, if any hath been,
should be duly corrected, and full and speedy jus-
tice done to the parties aforesaid in this behalf, do
command you, if judgment be therein given, that
then, under your seal, distinctly and openly, you
send the record and proceedings aforesaid, with all
things concerning the same, to the United States
Circuit Court of Appeals for the Ninth Circuit, to-
gether with this writ, so that you have the same at

the City and County of San Francisco, in the State of California, within thirty days from the date hereof, in the said Circuit Court of Appeals, to be then and there held, that, the record and proceedings aforesaid being inspected, the said Circuit Court of Appeals may cause further to be done therein to correct that error, what of right, and according to the laws and customs of the United States, should be done.

WITNESS, the Honorable EDWARD D. WHITE, Chief Justice of the United States, the 13th day of April, in the year of our Lord one thousand nine hundred and sixteen.

[Seal] WALTER B. MALING,
Clerk of the United States District Court, Northern
District of California.

By _____,
Deputy Clerk. [63]

Allowed by:

WM. C. VAN FLEET,
United States District Judge.

Receipt of a copy of the within Writ of Error is hereby admitted this — day of —, 1916.

_____,
Attorney for Defendant in Error.

The answer of the judges of the District Court of the District Court of the United States, in and for the Northern District of California.

The record and all proceedings of the plaint whereof mention is within made, with all things touching the same, we certify under the seal of our said court, to the United States Circuit Court of

Appeals for the Ninth Circuit, within mentioned at the day and place within contained, in a certain schedule to this writ attached as within we are commanded.

By the Court.

[Seal]

WALTER B. MALING,

Clerk. [64]

Receipt of a copy of the within Writ of Error is hereby admitted this 13th day of April, 1916.

J. L. TAUGHER,

Defendant in Error.

[Endorsed]: No. 15,832. In the District Court of the United States, in and for the Northern District of California, Second Division. Moore Filter Company, a Corporation, Plaintiff in Error, vs. J. L. Taugher, Defendant in Error. Writ of Error. Filed Apr. 15, 1916. W. B. Maling, Clerk. By J. A. Schaertzer, Deputy Clerk.

Citation on Writ of Error.

UNITED STATES OF AMERICA,—ss.

The President of the United States to J. L. Taugher,
Greeting:

You are hereby cited and admonished to be and appear at a United States Circuit Court of Appeals for the Ninth Circuit to be holden at the City of San Francisco, in the State of California, within thirty days from the date hereof, pursuant to writ of error duly issued and now on file in the clerk's office of the United States District Court for the Northern District of California, Second Division, wherein

Moore Filter Company, a corporation, is plaintiff in error and you are defendant in error, to show cause, if any there be, why the judgment rendered against the said plaintiff in error, as in the said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

WITNESS, the Honorable WILLIAM C. VAN FLEET, United States District Judge for the Northern District of California, this 12 day of April, A. D. 1916.

WM. C. VAN FLEET,
United States District Judge.

United States of America,—ss.

On this the 13th day of April, in the year of our Lord one thousand nine hundred and sixteen, personally appeared before me, Henrietta Harper, a notary public, the subscriber, A. J. Mathews, and makes oath that he delivered a true copy of the within citation to J. L. Taugher, at his office in the Mills Building, San Francisco, California.

A. J. MATHEWS.

Subscribed and sworn to before me at San Francisco, this 13th day of April, A. D. 1916.

[Seal] HENRIETTA HARPER,
Notary Public in and for the City and County of San Francisco, State of California. [65]

[Endorsed]: No. 15,832. In the District Court of the United States, in and for the Northern District of California, Second Division. Moore Filter Company, a Corporation, Plaintiff in Error, vs. J. L.

Taugher, Defendant in Error. Citation on Writ of Error. Filed Apr. 15, 1916. W. B. Maling, Clerk. By J. A. Schaertzer, Deputy Clerk.

[Endorsed]: No. 2843. United States Circuit Court of Appeals for the Ninth Circuit. Moore Filter Company, a Corporation, Plaintiff in Error, vs. J. L. Taugher, Defendant in Error. Transcript of Record. Upon Writ of Error to the United States District Court of the Northern District of California, Second Division.

Filed August 19, 1916.

F. D. MONCKTON,

Clerk of the United States Circuit Court of Appeals
for the Ninth Circuit.

By Paul P. O'Brien,
Deputy Clerk.

*In the United States Circuit Court of Appeals for the
Ninth Circuit.*

MOORE FILTER COMPANY, a Corporation.

Plaintiff in Error,

vs.

JOHN L. TAUGHER,

Defendant in Error.

**Order Enlarging Time to June 1, 1916, for Filing
Record.**

It appearing to the Court that the plaintiff in error has heretofore prepared and served its proposed bill of exceptions in the above-entitled action and that the

defendant in error has served his proposed amendments thereto, and that the said proposed bill of exceptions and said proposed amendments have heretofore been delivered to the clerk of the District Court of the United States in and for the Northern District of California, Second Division, but that said bill of exceptions has not yet been settled, and good cause appearing therefor,

IT IS HEREBY ORDERED, that said plaintiff in error may have and it is hereby granted to and including the 1st day of June, 1916, within which to file the record in the above-entitled action with the clerk of the above-entitled court at San Francisco, California, and to docket said case with said clerk.

Dated May 11th, 1916.

WM. C. VAN FLEET,
Judge.

[Endorsed]: No. 2843. In the United States Circuit Court of Appeals for the Ninth Circuit. Moore Filter Company, a Corporation, Plaintiff in Error, vs. John L. Taugher, Defendant in Error. Order Enlarging Time for Filing Record. Filed May 11, 1916. F. D. Monckton, Clerk. Refiled Aug. 19, 1916. F. D. Monckton, Clerk.

*In the United States Circuit Court of Appeals for the
Ninth Circuit.*

MOORE FILTER COMPANY, a Corporation.

Plaintiff in Error,

vs.

JOHN L. TAUGHER,

Defendant in Error.

**Order Enlarging Time to June 30, 1916, for Filing
Record.**

It appearing to the Court that the plaintiff in error has heretofore prepared and served its proposed bill of exceptions in the above-entitled action and that the defendant in error has served his proposed amendments thereto, and that the said proposed bill of exceptions and said proposed amendments have heretofore been delivered to the clerk of the District Court of the United States in and for the Northern District of California, Second Division, but that said bill of exceptions has not yet been settled, and for good cause appearing therefor,

IT IS HEREBY ORDERED, that said plaintiff in error may have and it is hereby granted to and including the 30th day of June, 1916, within which to file the record in the above-entitled action with the clerk of the above-entitled court at San Francisco, California, and to docket said case with said clerk, twenty-one (21) days having been granted by Court, and no time by counsel.

Dated June 1, 1916.

WM. C. VAN FLEET,
Judge.

[Endorsed]: No. 2843. In the United States Circuit Court of Appeals for the Ninth Circuit. Moore Filter Company, a Corporation, Plaintiff in Error, vs. John L. Taugher, Defendant in Error. Order Enlarging Time for Filing Record. Filed Jun. 1, 1916. F. D. Monckton, Clerk. Refiled Aug. 19, 1916. F. D. Monckton, Clerk.

*In the United States Circuit Court of Appeals for the
Ninth Circuit.*

MOORE FILTER COMPANY, a Corporation.

Plaintiff in Error,

vs.

JOHN L. TAUGHER,

Defendant in Error.

**Order Enlarging Time to July 20, 1916, for Filing
Record.**

It appearing to the Court that the plaintiff in error has heretofore prepared and served its proposed bill of exceptions in the above-entitled action and that the defendant in error has served his proposed amendments thereto, and that the said proposed bill of exceptions and said proposed amendments have heretofore been delivered to the clerk of the District Court of the United States in and for the Northern District of California, Second Division, but that said bill of exceptions has not yet been settled, and for good cause appearing therefor,

IT IS HEREBY ORDERED, that said plaintiff in error may have and it is hereby granted to and including the 20th day of July, 1916, within which to file the record in the above-entitled action with the clerk of the above-entitled court at San Francisco, California, and to docket said case with said clerk, fifty-one (51) days having been granted by Court, and no time by counsel.

Dated June 30th, 1916.

WM. C. VAN FLEET,

Judge.

[Endorsed]: No. 2843. In the United States Circuit Court of Appeals for the Ninth Circuit. Moore Filter Company, a Corporation, Plaintiff in Error, vs. John L. Taugher, Defendant in Error. Order Enlarging Time for Filing Record. Filed Jun. 30, 1916. F. D. Monckton, Clerk. Refiled Aug. 19, 1916. F. D. Monckton, Clerk.

United States Circuit Court of Appeals for the Ninth Circuit.

MOORE FILTER COMPANY, a Corporation,
Plaintiff in Error,

vs.

JOHN L. TAUGHER,

Defendant in Error.

**Order Extending Time to August 19, 1916, to File
Record on Writ of Error and to Docket the
Cause.**

Good cause appearing therefor, IT IS HEREBY ORDERED that the plaintiff in error may have to and including the 19th day of August, 1916, in which to file the record on writ of error and to docket the cause.

Dated July 20, 1916.

WM. C. VAN FLEET,
United States District Judge.

[Endorsed]: No. 2843. United States Circuit Court of Appeals for the Ninth Circuit. Order Under Rule 16 Enlarging Time to August 19, 1916, to

File Record Thereof and to Docket Case. Filed Jul. 20, 1916. F. D. Monckton, Clerk. Refiled Aug. 19, 1916. F. D. Monckton, Clerk.

No. 2843. United States Circuit Court of Appeals for the Ninth Circuit. Four Orders Under Rule 16 Enlarging Time to and Including Aug. 19, 1916, to File Record Thereof and to Docket Case. Refiled Aug. 19, 1916. F. D. Monckton, Clerk.

